

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest Recorded at Reel 3617, Frame 0181		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Allied Capital Corporation		12/18/2009	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	Summit Energy Services, Inc.		
Street Address:	10350 Ormsby Park Place		
Internal Address:	Suite 400		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40223		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2963226	SUMMIT ENERGY	
Registration Number:	2467742	SUMMIT SECUREONLINE	
Registration Number:	2374427	SUMMIT ENERGY SERVICES, INC.	
CORRESPONDENCE DATA			
Fax Number:	(404)572-5134		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	jhannon@kslaw.com		
Correspondent Name:	James M. Hannon		
Address Line 1:	1180 Peachtree Street		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	15009.009011		
NAME OF SUBMITTER:	James M. Hannon		

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TRADEMARK
REEL: 004126 FRAME: 0939

Signature:	/James M. Hannon/
Date:	01/08/2010
Total Attachments: 3 source=Termination#page1.tif source=Termination#page2.tif source=Termination#page3.tif	

**TERMINATION AND RELEASE
OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY dated as of December 18, 2009, from ALLIED CAPITAL CORPORATION, a Maryland corporation ("Allied"), in its capacity as agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined in the Credit Agreement, dated as of August 31, 2007 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") to SUMMIT ENERGY SERVICES, INC., a Delaware corporation (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to the Security Agreement dated as of August 31, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), and the Acknowledgment of Intellectual Property Collateral Lien dated as of August 31, 2007, in favor of Agent (the "IP Lien Agreement"), a security interest (the "Security Interest") was granted by Grantor to Agent in the Intellectual Property Collateral (as defined in the IP Lien Agreement);

WHEREAS, the IP Lien Agreement was recorded with the Assignment Division of the United States Patent and Trademark Office at Reel 3617, Frame 0181 on September 7, 2007;

WHEREAS, the IP Lien Agreement was recorded with the World Intellectual Property Organization on June 18, 2009, at publication number 2009/22, against the International Registration (with protection granted for the European Community) attached hereto on Schedule 1; and

WHEREAS, Agent now desires to terminate and release the entirety of its Security Interest in the Intellectual Property Collateral under the IP Lien Agreement and the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Intellectual Property Collateral pursuant to the IP Lien Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, Agent hereby states as follows:

1. Definitions. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement and the IP Lien Agreement.

2. Release of Security Interest. Agent hereby terminates, releases, and discharges its Security Interest in the Intellectual Property Collateral as defined in the IP Lien Agreement, including the trademark collateral listed in Schedule 1 attached hereto. Any and all right, title, or interest of Agent in such Intellectual Property Collateral and all proceeds thereof, including without limitation, the goodwill of the business connected with the use of, and symbolized by, the Intellectual Property Collateral and any and all causes of action which may exist by reason of infringement of the Intellectual Property Collateral, shall hereby cease and become void.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest in Intellectual Property by its duly authorized officer as of the date first above written.

ALLIED CAPITAL CORPORATION

as Agent

By: 

Name: Frank Izzo

Title: Managing Director

**SCHEDULE 1
TO THE TERMINATION AND RELEASE
OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

I. U.S. Registered Trademark

<u>Trademark</u>	<u>Registration #</u>	<u>Registration Date</u>
SUMMIT ENERGY	2,963,226	6/21/2005
SUMMIT SECUREONLINE	2,467,742	7/10/2001
SUMMIT ENERGY SERVICES, INC.	2,374,427	8/8/2000

II. U.S. Trademark Applications for Registration

None.

III. Foreign Trademarks

<u>Trademark</u>	<u>Registration #</u>	<u>Registration Date</u>	<u>Country/ Region</u>
SUMMIT ENERGY	935790	10/25/2007	International Registration (with protection granted for the European Community)

IV. Foreign Trademark Applications for Registration

<u>Trademark</u>	<u>Application #</u>	<u>Filing Date</u>	<u>Country/ Region</u>
SUMMIT ENERGY	1,346,239	5/4/2007	Canada